



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Ted Stewart  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
801-538-5340  
801-359-3940 (Fax)  
801-538-7223 (TDD)

March 4, 1998

William L. Bown  
Utah Building Stone Supply  
842 West 400 North  
West Bountiful, Utah 84087

Re: Formal Approval of Form and Amount of Reclamation Surety, Utah Building Stone Supply, Grouse Creek Operations, M/003/031, Box Elder County, Utah

Dear Mr. Bown:

On February 25, 1998, the Board of Oil, Gas and Mining formally approved the form and amount of reclamation surety for Utah Building Stone Supply's (UBSS) Grouse Creek operations. The reclamation surety in the amount of \$12,500 is in the form of a surety bond (~~numbered~~) issued by Far West Insurance Company.

On November 4, 1997, Utah Building Stone Supply submitted an interim surety of \$12,500 based upon a Board Order until the Large Mining Notice was received and approved. The Notice was received December 1, 1998. After review and tentative approval of the plan it was determined that \$12,200 was required for reclamation of this project. However, UBSS requested that the surety remain unchanged. *The Division hereby grants its final approval of this project* and the reclamation surety.

Enclosed please find copies of the fully signed and executed Reclamation Contract and surety bond forms for your files.

Thank you for your help in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb

Enclosure

cc: Mike Ford, BLM, SLDO w/encl  
John Blake, SITLA

M003031.apv

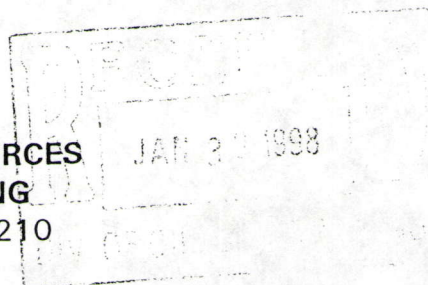


FORM MR-RC  
Revised June 10, 1996  
RECLAMATION CONTRACT

File Number M/003/031

Effective Date Feb 26, 1998

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940



RECLAMATION CONTRACT  
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/003/031  
(Mineral Mined) Quartzite

"MINE LOCATION":  
(Name of Mine) Grouse Creek Operations  
(Description) Approximately 10 miles northeast  
of the town of Grouse Creek, Utah

"DISTURBED AREA":  
(Disturbed Acres) 12.6  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) Utah Building Stone Supply  
(Address) 842 West 400 North  
West Bountiful, Utah 84087  
(Phone) (801) 297-0601

"OPERATOR'S REGISTERED AGENT":

(Name)

William L Bown

(Address)

842 West 400 North

West Bountiful, Utah 84087

(Phone)

801-295-0601

"OPERATOR'S OFFICER(S)":

William L Bown

Preston E. Bown

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Far West Insurance Company

# [REDACTED]

"SURETY AMOUNT":

(Escalated Dollars)

\$12,500

"ESCALATION YEAR":

2003

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Utah Building Stone Supply the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/003/031 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated December 1, 1997, and the original Reclamation Plan dated December 1, 1997. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance



with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the

parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

Utah Building Stone Supply  
Operator Name

By: William L Bown  
Authorized Officer (Typed or Printed)

William L Bown  
Authorized Officer's Signature

1-29-98  
Date

SO AGREED this 25<sup>th</sup> day of February, 1998

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY Thomas B. Jallor acting chairman  
for Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

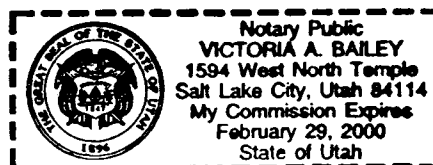
By Lowell P. Braxton 2/26/98  
Lowell P. Braxton, Acting Director Date

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On the 26<sup>th</sup> day of FEBRUARY, 19 98, personally  
appeared before me Lowell P. Braxton, who being  
duly sworn did say that he ~~is~~, the said Lowell P. Braxton  
is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural  
Resources, State of Utah, and he ~~is~~ duly acknowledged to me that he ~~is~~  
executed the foregoing document by authority of law on behalf of the State of  
Utah.

Victoria A. Bailey  
Notary Public  
Residing at: SALT LAKE CITY, UT

FEBRUARY 29, 2000  
My Commission Expires:



OPERATOR:

Utah Building Stone Supply  
Operator Name

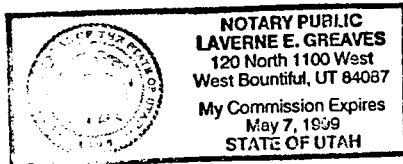
By William L Bown - owner  
Corporate Officer - Position

January 29, 1998  
Date

William L Bown  
Signature

STATE OF Utah )  
COUNTY OF Davis ) ss:

On the 29<sup>th</sup> day of January, 19 98, personally  
appeared before me William L. Bown who being by  
me duly sworn did say that he/she, the said William L. Bown  
is the owner of Utah Building Stone Supply  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
William L. Bown duly acknowledged to me that said  
company executed the same.



Laverne E. Greaves  
Notary Public  
Residing at: West Bountiful

May 7, 1999  
My Commission Expires:



ATTACHMENT "A"

<u>Utah Building Stone Supply</u>	<u>Grouse Creek Operations</u>
Operator	Mine Name
<u>M/003/031</u>	<u>Box Elder</u> County, Utah
Permit Number	

The legal description of lands to be disturbed is:

Portions of:

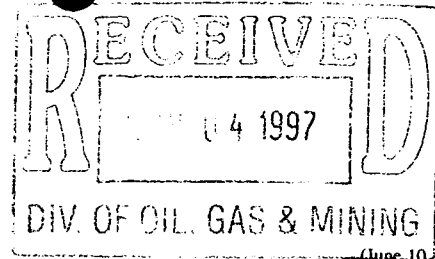
Sections 34 and 35  
Township 13 North, Range 17 West

and

Sections 2, 3, 4, 10, and 11  
Township 12 North, Range 17 West

SLBM, Box Elder County, Utah

ATTACHMENT B



MR FORM 6  
Joint Agency Bonding Form

Bond Number [REDACTED]  
Permit Number M/003/031  
Mine Name THE GROUSE CREEK QUARRY

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

The undersigned UTAH BUILDING STONE SUPPLY as Principal,  
and FAR WEST INSURANCE COMPANY as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah,  
Division of Oil, Gas and Mining, and the US DEPT OF INTERIOR BUREAU OF LAND MANAGEMENT,  
in the penal sum of TWELVE THOUSAND FIVE HUNDRED AND 00/100 dollars  
(\$ 12,500.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of  
Oil, Gas and Mining on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, that 12.6 acres of land  
will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to  
the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation  
Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and  
complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall  
be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations,  
then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

UTAH BUILDING STORE SUPPLY  
Principal (Permittee)

11/4/97  
Date

WILLIAM L. BOWN  
By (Name typed):

OWNER  
Title  
William L Bown  
Signature

Surety Company  
FAR WEST INSURANCE COMPANY  
KIMBERLY D. JOHNSON  
Company Officer

11/4/97  
Date

ATTORNEY-IN-FACT  
Title/Position

Kimberly D Johnson  
Signature

Page 3  
MR-6  
Joint Agency Surety Bond  
Attachment B

Bond Number [REDACTED]  
Permit Number M/003/031  
Mine Name THE GROUSE CREEK QUARRY

SO AGREED this 25<sup>th</sup> day of February, 19 98.

Thomas B. Lauriski acting chairman  
for, Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.



### AFFIDAVIT OF QUALIFICATION

On the 4th day of NOVEMBER, 19 97, personally appeared before me KIMBERLY D. JOHNSON who being by me duly sworn did say that he/she, the said KIMBERLY D. JOHNSON is the ATTORNEY-IN-FACT of FAR WEST INSURANCE COMPANY and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said KIMBERLY D. JOHNSON duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: [Signature]

Surety Officer

KIMBERLY D. JOHNSON

Title: ATTORNEY-IN-FACT

STATE OF COLORADO )

COUNTY OF JEFFERSON )

ss:

Subscribed and sworn to before me this 4th day of NOVEMBER, 19 97.

[Signature]  
Notary Public

KAREN A. LOOSE

Residing at: LAKEWOOD, COLORADO

My Commission Expires: 12/20/97

# LIMITED POWER OF ATTORNEY

## Far West Insurance Company

EXPIRATION DATE **8-14-99**

POWER NUMBER **0000774142**

### READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo ( ) of Amwest Surety Insurance Company, the parent co. of Far West Insurance Company (the "Company"), on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local branch office at **(303) 985-7010**.

KNOW ALL BY THESE PRESENT, that Far West Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint:

**PATSY I. WOODS**  
**KIMBERLY D. JOHNSON**  
**REBECCA L. BRAUN**  
**TERRENCE E. DREILING**  
**THOMAS J. SAUER**  
**DONNA W. COEN**  
**AS EMPLOYEES OF FAR WEST BOND SERVICES**

**DEAN E. VIGIL**

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

**ALL BONDS \$\*\*5,000,000.00**

**Small Business Administration Guaranteed Bonds up to \$\*\*1,250,000.00**

**Federal Contract (Performance & Payment) \$\*\*\*\*587,000.00**

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No.                      Signed & sealed this 4th day of NOVEMBER, 1997

*Karen G. Cohen*  
Karen G. Cohen, Secretary

### \* \* \* \* \* RESOLUTIONS OF THE BOARD OF DIRECTORS \* \* \* \* \*

Article II, Section 7 of the By-Laws of Far West Insurance Company. This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Far West Insurance Company at a meeting duly held on July 28, 1983:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Far West Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 14th day of December, 1995

*John E. Savage*  
John E. Savage, President

*Karen G. Cohen*  
Karen G. Cohen, Secretary

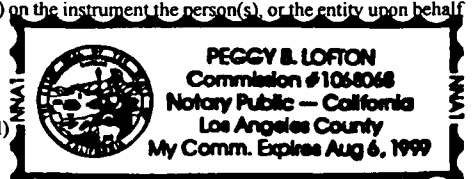
State of California  
County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Peggy B. Lofton*  
Peggy B. Lofton, Notary Public

(Seal)



Post Office Box 4500 Woodland Hills, CA 91365-4500 TEL 818 871-2000



PHONE:  
FAX:

## SURETY RIDER

To be attached to and form a part of Bond No.                      in the amount of \$ 12,500.00  
on behalf of UTAH BUILDING STORE SUPPLY  
as principal and executed by FAR WEST INSURANCE COMPANY, as Surety in favor of  
STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, as obligee.  
Effective date of change: NOVEMBER 4, 1997  
In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to the  
following changes: PRINCIPAL'S NAME

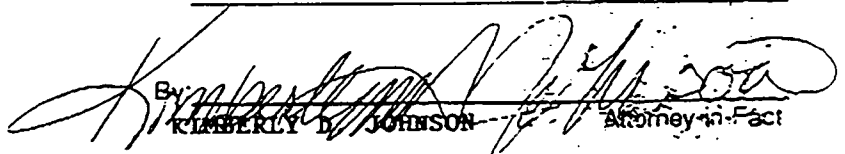
From: **UTAH BUILDING STORE SUPPLY**

To: **UTAH BUILDING STONE SUPPLY**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

SIGNED, SEALED AND DATED THIS DAY OF . . . **NOVEMBER 4, 1997**

FAR WEST INSURANCE COMPANY

By:   
KIMBERLY D. JOHNSON Attorney-in-Fact

# LIMITED POWER OF ATTORNEY

## Far West Insurance Company

EXPIRATION DATE **8-14-99**

POWER NUMBER **0000774251**

### READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo (A) of Amwest Surety Insurance Company, the parent co. of Far West Insurance Company (the "Company"), on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local branch office at **(303) 985-7010**.

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KIMBERLY D. JOHNSON  
REBECCA L. BRAUN  
TERRENCE E. DREILING  
THOMAS J. SAUER  
DONNA W. COEN**

**DEAN E. VIGIL**

**AS EMPLOYEES OF FAR WEST BOND SERVICES**

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as Secretary to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

**ALL BONDS \$\*\*5,000,000.00**

**Small Business Administration Guaranteed Bonds up to \$\*\*1,250,000.00**

**Federal Contract (Performance & Payment) \$\*\*\*\*\$87,000.00**

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth in this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No. **[REDACTED]**

Signed & sealed this

**4th**

day of

**NOVEMBER**

**1995**

*Karen G. Cohen*  
Karen G. Cohen, Secretary

\* \* \* \* \* RESOLUTIONS OF THE BOARD OF DIRECTORS \* \* \* \* \*

Article II, Section 7 of the By-Laws of Far West Insurance Company. This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Far West Insurance Company at a meeting duly held on July 28, 1983:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Far West Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereto affixed this 14th day of December, 1995.

*John E. Savage*  
John E. Savage, President

*Karen G. Cohen*  
Karen G. Cohen, Secretary

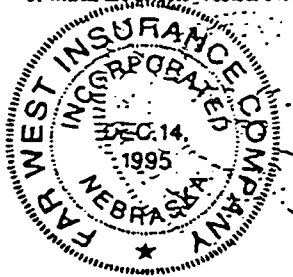
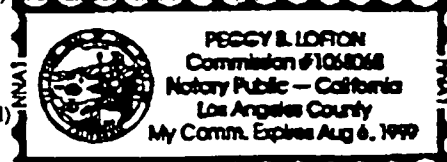
State of California  
County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Peggy B. Lofton*  
Peggy B. Lofton, Notary Public

(Seal)



**Far West**  
Insurance Company

Post Office Box 4500 Woodland Hills, CA 91365-3500 TEL 818 871-2000



## ATTACHMENT "A"

The Grouse Creek Quarry site is located in portions of Sections 2, 3, 4, 10, and 11, Township 12 North, Range 17 West; and Sections 34 and 35, Township 13 North, Range 17 West, Salt Lake Base Meridian, Box Elder County, Utah.